



Irvine Unified School District
Orange County, CA

Bid No. 21/22-01MO,
Employee Uniform Rental & Laundering Services

Bid Deadline: April 4, 2022 at 1:00 pm

Contact: Maria Ragas
Irvine Unified School District
5050 Barranca Parkway, Irvine, CA 92604
949-936-5212
Email: MariaRagas@iusd.org

Bid No. 21/22-01MO, Employee Uniform Rental & Laundering Services

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***Items must be completed, signed, and submitted as part of the bid. If required contract documents are not submitted the bidder will be declared non- responsive.**

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NOTICE CALLING FOR BIDS

District: **Irvine Unified School District**

Bid Deadline: **April 4, 2022 at 1:00 pm**

Place of Bid Receipt: **Irvine Unified School District
Maintenance & Operations Office
Attn: Joe Hoffman
100 Nightmist, Irvine, CA 92618**

NOTICE IS HEREBY GIVEN that the Irvine Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for **Bid No. 21/22-01MO, Employee Uniform Rental & Laundering Services.**

Bid Documents will be made available on March 10, 2022 as a download at <https://iusd.org/about/departments/business-services/purchasing/current-bids-rfps>. **Bidders will be responsible for reproducing all documents related to this bid.** All bids shall be made and presented on the forms provided in the bid documents.

Questions regarding the bid must be received via e-mail to the attention of Maria Ragas at MariaRagas@iusd.org by 9:00 am on March 23, 2022.

Time is of the essence. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid or in the bidding process. The award of the Contract, if made by the District, will be by the action of the Governing Board. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of the bids.

Irvine Unified School District
Governing Board

By: Maria Ragas
Specialist, Purchasing Contracts

Advertise: Irvine World News; March 10 & 17, 2022

INFORMATION FOR BIDDERS

WARNING:

READ THIS DOCUMENT CAREFULLY.

DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS
YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of Bids. The bid must conform and be responsive to all Project Documents and shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the DISTRICT at: **100 Nightmist, Irvine, CA 92618**, and must be received on or before the bid deadline (Public Contract Code Section 20112) The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the Project designation and the date and time for the opening of bids. **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud. However, if prequalification of bidders is required pursuant to Public Contract Code Section 20111.5 only those sealed bids received from prequalified bidders shall be opened and publicly read aloud.

3. Bid Security. Not Applicable.

4. Signature. Any signature required on Project Documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the Project for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

5. Modifications. Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically

called for by the DISTRICT may result in the DISTRICT'S rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that DISTRICT determines that any bid is unintelligible, illegible or ambiguous, the DISTRICT may reject such bid as being nonresponsive.

7. Examination of Site and Project Documents. At its own expense and prior to submitting its bid, each bidder shall examine all documents relating to the Project; visit the site and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rates of per diem wages and other relevant cost factors; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where work is to be performed, as it may deem necessary for performance of the work at its bid price ; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the Project . The Project Documents show and describe the existing conditions as they are believed to have been used in the design of the work and are only provided as information for the bidder. The DISTRICT is not making any warranties regarding said information. The DISTRICT shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions and design data given in the Project Documents and the actual conditions revealed during the bidder's pre-bid examination or during the progress of the work. **Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.**

8. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of **sixty (60)** calendar days after the date set for the opening of bids.

9. Agreement and Bonds. The Agreement, which the successful bidder will be required to execute is included in the bid documents and should be carefully examined by the bidder. The complete Agreement consists of the following but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Noncollusion Declaration, Tobacco Use of Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, District Rules and Regulations, Guarantee, Determination Of Limited Contact by Employees of Contractor, Department of Justice, Extract of Public Works Contract Award, Disabled Veteran Business Enterprises Certification, Specifications, W-9, all insurance requirements, any and all change orders, modifications, addenda and amendments, if any (hereinafter Bid Documents), thereof duly incorporated therein. All of above documents are

intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery of all items called for in the Agreement.

10. Interpretation of Project Documents. If any bidder is in doubt as to the true meaning of any part of the Project Documents, or finds discrepancies in, or omissions from the Project Documents, a written request for an interpretation or correction thereof must be submitted to the DISTRICT via email to the attention of Maria Ragas at MariaRagas@iusd.org by March 23, 2022 at 9:00 am. No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Project Documents will be made solely at DISTRICT's discretion and only by written addendum duly issued by the DISTRICT, and a copy of such addendum will be hand delivered or mailed or faxed to each bidder known to have received a set of the Project Documents. No person is authorized to make any oral interpretation of any provision in the Project Documents, nor shall any oral interpretation of Project Documents be binding on the DISTRICT. If there are discrepancies of any kind in the Project Documents, the interpretation of the DISTRICT shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PROJECT DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PROJECT DOCUMENTS; AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT's TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING THE DISTRICT's TIMELINES FOR COMPLETION OF THE PROJECT.

11. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for by the DISTRICT. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid on the Project.

12. Award of Contract. The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of the contract, if made by the DISTRICT, will be by action of the Governing Board and to the lowest responsive and responsible bidder. The DISTRICT will determine low bid by the 'base bid'. If two identical low bids are received from responsive and responsible bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within **five (5)** working days after the notice of award of the contract to bidder, the DISTRICT may award the contract to the next lowest responsive and responsible bidder or reject all bidders.

13. Alternate Bids. Not Applicable.

14. Competency of Bidders. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Project. By submitting a bid, each bidder agrees that the DISTRICT, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Project. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "INFORMATION REQUIRED OF BIDDER."

15. Listing Subcontractors. Not Applicable.

16. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth in the Agreement. District may request that such certificates and endorsements are completed on District provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with District prior to performing the work, the Workers' Compensation Certificate included as a part of the proposal documents. Labor Code section 1861.

a. Successful bidder shall, at bidder's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with bidder's fulfillment of the obligations under this bid:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the District.

(a)	General Aggregate	\$2,000,000
(b)	Each Occurrence	\$1,000,000
(c)	Products/Completed Operations	\$1,000,000
(d)	Personal and Advertising Injury	\$1,000,000
(e)	Damage to Rented Premises	\$50,000
(f)	Medical Expense (any one person)	\$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the District.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the bidder drives on behalf of the DISTRICT in the course of performing Services.)

iv. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the DISTRICT and if applicable.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering bidder's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT.

It should be expressly understood, however, that the coverage and limits referred to under i., ii., iii., and iv. above shall not in any way limit the liability of the bidder.

b. No later than five (5) days from execution of the Agreement by the DISTRICT and successful bidder, and prior to commencing the Services under this bid, bidder shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

Successful bidder shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses i. and ii. above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of the Agreement.

17. Contractor's License. Not Applicable.

18. Anti-Discrimination. In connection with all work performed under this Project, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.

19. Hold Harmless and Indemnification. The successful bidder awarded the contract will be required to indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees as set forth in the Agreement.

20. Substitutions. Not Applicable.

21. Surety Qualifications for Bonds. Not Applicable.

22. Liquidated Damages. All work must be completed within the time limits set forth in the Project Documents. It is agreed that damages for the failure to complete the Project

described herein within the time limits required are impossible to ascertain. Should the work not be completed within the specified time for completion, the successful bidder awarded the contract shall be liable for liquidated damages, payable to the DISTRICT, in an amount of **Five Hundred Dollars (\$500.00)** for each consecutive calendar day of delay in completion. Such damages shall be deducted from any payments due or to become due to the successful bidder. Government Code Section 53069.85, Civil Code Section 1671.

23. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

24. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a Noncollusion Declaration.

25. Escrow Agreement. Not Applicable.

26. Change Orders. Not Applicable.

27. Tobacco-Free Policy. The successful bidder shall agree to enforce a tobacco-free work site.

28. Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the District's Criminal Records Check Certification.

29. Protest. Bidders may protest the recommended award, provided the protest is in writing, contains the bid number, is delivered to the address listed for submission of bid documents, and is submitted within five (5) calendar days of the posting of the Intent to Award. Grounds for a protest is that the District failed to follow the selection procedures and adhere to requirements specified in the bid documents or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq. or violation of any State or Federal law. Protests will not be accepted on any other grounds. All protests will be handled by a panel comprised of District Staff. The District will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting bidder within five (5) calendar days of the receipt of the protest, advising the decision with regard to the protest and the basis for the decision.

30. Labor Compliance Program. The awarded Contractor shall comply with the requirements of the State of California's Standard Specification Code Section 7-1.01A(4) "Labor Nondiscrimination" under this agreement.

31. The bidder shall comply with all Federal, State and Local required mechanical inspection and preventive maintenance schedules. The bidder shall keep and maintain all delivery vehicles in good operating and safe and clean condition. The District reserves the right to

periodically inspect delivery vehicles while on District property. The District reserves the right to periodically inspect all maintenance records of vehicles used to service the District.

BID FORM

Name of Bidder: _____
To: **Irvine Unified School District**, acting by and through its Governing Board, herein called the "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Order Forms, all insurance requirements, Guarantee forms, Disabled Veteran Business Enterprises Certification, if applicable, Supplemental Conditions, if any, Special Conditions, if any, specifications, scope of work, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Bid No. 21/22-01MO, Employee Uniform Rental & Laundering Services

all in strict conformity with the Project Documents, including Addenda Nos. _____, _____, _____, and _____, on file at the office of the DISTRICT for the sum of **(award for Base Bid will be the 'Base Bid' amount from the Bid Form Pricing Sheet)** Dollars
(\$ _____).

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The initial term of the Agreement is July 1, 2022 through June 30, 2025. Term of the Agreement may be extended upon mutual consent of District and successful bidder(s) and the approval of the DISTRICT's Governing Board, for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.

4. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, District Rules and Regulations, Guarantee, and the Disabled Veteran Business Enterprises Certification, if applicable, within **five (5)** working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, as per the date stated on the DISTRICT's Notice to Proceed and shall be completed by the bidder in the time specified by the DISTRICT.

5. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

6. The name(s) of all persons interested in the bid as principals are as follows:

7. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

8. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

9. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.

10. The undersigned hereby warrants that all work shall be completed within the specified time from the date specified in the Notice to Proceed issued by the District. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of Five Hundred Dollars (\$500.00). (Government Code Section 53069.85)

11. The required Noncollusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.

12. The Information Required of Bidder form has been fully completed and is attached hereto.

BID FORM PRICING SHEET

Bid Opening Date: April 4, 2022 at 1:00 pm.

The initial term of the Agreement is three (3) years from July 1, 2022 through June 30, 2025 with an option to extend an additional two (2) one (1) year periods with the same terms and conditions, upon mutual agreement of District and successful bidder and the approval of the DISTRICT's Governing Board, for a maximum term not to exceed five (5) years.

The District is requesting uniform rental and laundry services for approximately three hundred fifteen (315) employees. **These numbers are estimates only; there will be no minimum or maximum imposed onto the District.** If District requests, bidder agrees to provide samples of uniforms upon the Intent of Award.

Full-time employees shall receive a total of eleven (11) shirts and seven (7) trousers/shorts and part-time employees shall receive a total of five (5) shirts and five (5) trousers/shorts, all in accordance with the attached bid documents and specifications.

The successful bidder shall be determined by lowest cost submitted to the District as determined by Base Bid (total cost of Tables A, B and C for rental & laundering services); however, District reserves the right to also allow for rental only services (Tables D & E).

Pricing section on the next page.

Uniform Rental & Laundering

Full Time Employees

Table A:

Garment Type	Cost of Rental & Laundering	No. Per Employee	Basis of Bid	Weekly Charge	Annual Charge
Shirts (Button/polo)		11	242		
Trousers/Shorts		7	242		
Jackets		1	242		
Coveralls		1	100		
TOTAL Table A:					

Table B:

Shop Towels	Cost Rental & Laundering	Basis of Bid	Weekly Charge	Annual Charge
Shop Towels (bundle of 50/week)		30		
TOTAL Table B:				

Part-Time Employees

Table C:

Garment Type	Cost of Rental & Laundering	No. Per Employee	Basis of Bid	Weekly Charge	Annual Charge
Shirts (Button/polo)		5	65		
Trousers/Shorts		5	65		
Jackets		1	65		
TOTAL Table C:					

Total for Table A: \$ _____

Total for Table B: \$ _____

Total for Table C: \$ _____

Add Tables A, B and C together for a Total and list here: \$ _____

Total for Tables A, B & C Multiply by 3, Equals **Base Bid** Total: \$ _____

****Insert Base Bid amount on page 1 of Bid Form.***

The District may by mutual written amendment, extend the contract for a maximum of two (2) one (1) year periods beyond the June 30, 2025 expiration date at same or _____ (%) percent increased prices. All remaining terms and conditions contained herein remain the same.

Uniform Rental ONLY

Full Time Employees

Table D:

Garment Type	Cost of Rental & Laundering	No. Per Employee	Basis of Bid	Weekly Charge	Annual Charge
Shirts (Button/polo)		11	242		
Trousers/Shorts		7	242		
Jackets		1	242		
Coveralls		1	100		
TOTAL Table D:					

Part-Time Employees

Table E:

Garment Type	Cost of Rental & Laundering	No. Per Employee	Basis of Bid	Weekly Charge	Annual Charge
Shirts (Button/polo)		5	65		
Trousers/Shorts		5	65		
Jackets		1	65		
TOTAL Table E:					

Total for Table D: \$ _____

Total for Table E: \$ _____

Add Tables D & E together for a Uniform Rental Total and list here: \$ _____

Total for Tables D & E Multiply by 3, Equals Uniform Rental ONLY Total:
\$ _____

Company: _____

Submitted by: _____ Title: _____

Phone & Email: _____

Signature: _____ Date: _____

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Partnership Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____
Other Partner(s): _____

Corporation Name: _____
(a _____ Corporation¹)
Business Address: _____

Telephone: _____
Signed by: _____, President, Date: _____
Print Name: _____, President
Signed by: _____, Secretary, Date: _____
Print Name: _____, Secretary
[Seal]

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Joint Venturer

Name: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: _____
(Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business as: _____;

Business Address: _____

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). DISTRICT has discretion to request additional information depending on the Contract.

(1) Bidder name and address (Post Office Box Number not sufficient):

(2) Telephone: _____ Fax No.: _____
Electronic Mail: _____

(3) Individual _____ Partnership _____ Corporation _____ Joint Venture _____ (check one)

(4) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

Name	Title
_____	_____
_____	_____
_____	_____

(5) Number of years as a contractor in this type of work: _____

(6) Have you ever been terminated from a school/public agency contract? Yes _____ No _____
If the answer is "Yes," give dates, names and addresses of school/public agency and details.

(7) Have you ever been barred from bidding on any school/public agency contract? Yes ___ No ___ If the answer is “Yes,” give dates, names and addresses of school/public agency and details. _____

(8) Have you ever defaulted on any school/public agency contract that resulted in a claim to a surety? Yes ___ No ___ If the answer is “Yes,” give dates, names and addresses of school/public agency and details. _____

(9) Have you ever brought any claim(s) against a public agency? Yes ___ No ___ If the answer is “Yes,” please explain in detail name of public agency, nature of the claim and outcome. _____

(10) Have you ever failed to complete a school/public agency contract in the last ten (10) years? Yes ___ No ___ If the answer is “Yes,” provide name of public agency and details. _____

(11) Have you been in litigation or arbitration or dispute of any kind on a question or questions relating to a school/public agency contract during the past ten (10) years? Yes ___ No ___ If the answer is “Yes,” provide name of public agency and details. _____

(12) Do you now or have you ever had any direct or indirect business, financial or other connection with any officer, employee or consultant of the DISTRICT? Yes ____ No ____
If so, please elaborate. _____

(13) List at least five (5) of your most recent school/public agency contracts.

- (a) _____
- (b) _____
- (c) _____
- (d) _____
- (e) _____

(14) List of References – School/Public agency contracts of similar nature in a school/community college/university within the last five (5) years. DISTRICT has discretion to require more than five (5) references.

1. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

2. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

3. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

4. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

5. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.

Signature

Print Name

Title

Date

Note: DISTRICT may wish to expand the scope of the “Information Required of Bidder” form and include additional questions.

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
(Public Contract Cod Section 7106)

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signature

Print Name

SAMPLE AGREEMENT

THIS AGREEMENT, dated the ___ day of _____ 2022, in the County of Orange, State of California, is by and between **Irvine Unified School District**, (hereinafter referred to as "DISTRICT"), and _____, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **Bid No. 21/22-01MO, Employee Uniform Rental & Laundering Services during the initial term of three (3) years from July 1, 2022 through June 30, 2025** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Tobacco Use Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, District Rules and Regulations, Guarantee, Determination Of Limited Contact by Employees of Contractor, Disabled Veteran Business Enterprises Certification, if applicable, Insurance Certificates and Endorsements, W9, Specifications, Supplemental Conditions, if any, Special Conditions, if any, and any and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services provided. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum:

Year 1 of the initial three (3) year term, July 1, 2022 through June 30, 2023	\$ _____
Year 2 of the initial three (3) year term, July 1, 2023 through June 30, 2024	\$ _____
Year 3 of the initial three (3) year term, July 1, 2024 through June 30, 2025	\$ _____
Total for the initial three (3) year term:	\$ _____

4. The initial term of the Agreement is July 1, 2022 through June 30, 2025. Term of the Agreement may be extended upon mutual consent of District and successful bidder(s) and the approval of the DISTRICT's Governing Board, for an additional two (2) one (1) year periods in

accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.

5. The work shall be commenced as specified.

6. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **Five Hundred Dollars (\$ 500.00)** for each calendar day of delay until work is completed and accepted.

7. Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT's convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;

- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT's interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, the insurance coverages set forth below. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

a. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with CONTRACTOR's fulfillment of the obligations under this AGREEMENT:

(i) Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the DISTRICT.

(1) General Aggregate	\$2,000,000
(2) Each Occurrence	\$1,000,000
(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

(ii) Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the DISTRICT.

(iii) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the CONTRACTOR drives on behalf of the DISTRICT in the course of performing Services.)

(iv) Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the DISTRICT and if applicable.

(v) Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT.

It should be expressly understood, however, that the coverage and limits referred to under a., b., c., and d. above shall not in any way limit the liability of the CONTRACTOR.

b. No later than ten (10) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, and prior to commencing the Services under this AGREEMENT, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

CONTRACTOR shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (i) and (ii) above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this AGREEMENT

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

11. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that _____, whose title is _____, is authorized to act for and bind the corporation.

12. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

13. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

IRVINE UNIFIED SCHOOL DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Date

Date

Irvine Unified School District
Board Approval Date

Contractor's License No.

Tax ID No.
(Corporate Seal of Contractor,
if corporation)

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of the Contractor

By: _____
Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
- c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355,

that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

SAMPLE

TOBACCO USE POLICY

IRVINE UNIFIED SCHOOL DISTRICT
Irvine, California

In the interest of public health, the Irvine Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

Name of Bidder

Signature

Date

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Governing Board of Irvine Unified School District:

I, _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____.
Date

Signature

Typed or printed name

Title

Address

Telephone

DISTRICT RULES AND REGULATIONS

MAINTENANCE & OPERATIONS

100 Nightmist, Irvine, CA 92618

(949) 936-5300 fax (949) 936-5309

The following rules and regulations must be followed by every contractor doing business with Irvine Unified School District. Failure to comply may result in the removal of you and/or members of your crew from the job, and possible back charges for our direct costs.

1. This a tobacco, drug and alcohol free school district; **no tobacco products, drug products or vaping** may be used on District property.
2. The District reserves the right in its sole discretion to utilize other contractors for work required by the District.
3. All of the City of Irvine's laws relating to hours and noise of construction work must be followed. If you want to work other than, 7:00 am - 6:00pm or dusk (whichever is earlier) Monday through Friday, or 9:00am - 5:00pm Saturday, you must get a waiver from the City.
4. No pets are allowed on District property.
5. Anyone not directly involved in the scope of work shall not be on the job site.
6. No music, i.e. radios, cassettes, CD's, or headphones, etc.
7. No District equipment shall be used by any contractor unless specifically allowed in writing prior to the start of work. (phone, vacuum, ladders, trash cans or bins, microwave, etc.)
8. Any contractor working on a site where students are present must supply the District with certification that all employees on the project have been finger printed and approved per state law.
9. Fraternalization or other contact with students is strictly forbidden.
10. The contractor shall supply prior to the start of work the following:
 - a. Workers' Compensation Liability of not less than \$1,000,000 per occurrence.
 - b. Liability Insurance of not less than \$1,000,000 per occurrence; \$2,000,000 aggregate with an Endorsement (separate page) listing Irvine Unified School District as an additional insured.
 - c. Excess/Umbrella Liability of \$3,000,000.
 - d. Automobile Liability of \$1,000,000 per occurrence with no annual aggregate limit.
 - e. Sexual Abuse/Molestation must be included under General Liability or be obtained in separate policies in an amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 excess/umbrella coverage.

11. The contractor must clean up all debris from the course of work daily. This includes sweeping, vacuuming, hosing down and other appropriate measures. Any and all damage to the district's property caused by the contractor's equipment or materials shall be repaired to the district's satisfaction.
12. All employees shall act in a professional manner and wear a shirt or uniform with the company name and logo plainly visible. All other clothing shall be free from holes and any inappropriate logos or patches.
13. Any contractor that loses site keys may be billed for the full cost of rekeying the site.
14. The contractor will only make changes at the request of the District's Facilities/Construction or Maintenance Departments Director, Supervisor, Foreman, or Inspector.
15. The contractor is responsible for locating any and all utilities and other appurtenances that may be affected by this project. Any and all damage is the contractor's responsibility to repair to the District's satisfaction. The District will make available any as-built documents in its possession to the contractor for review at his request. The District does not guarantee the accuracy of the documents and it is the contractor's responsibility to verify the actual location of utilities and appurtenances.
16. Contractor is responsible for security of the entire project area, including fencing if necessary to protect the District and contractor from liability relative to the project. Any contractor that leaves a building unsecured will be liable for any loss incurred or the direct cost to the district to secure the building. The district's labor agreement requires a four hour minimum payment for after hour call outs.
17. Any items issued to the contractor (keys, badges, alarm cards, etc.) shall be returned prior to final payment.
18. Firearms or weapons of any type are strictly prohibited on school District property.
19. During the COVID-19 pandemic, contractors are required to follow proper protocols including face masks and gloves per District's direction.

Please read both pages of this document. Your signature indicates you have read, understand, and agree to this document.

Signature

Date

GUARANTEE

Guarantee for workmanship. We hereby guarantee that the workmanship, which we have installed in _____ from _____ through _____, has been done in accordance with the Project Documents and that the work as installed will fulfill the requirements included in the Project Documents. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of _____ **years** from the date of completion of the Project, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's or undersigned surety's failure to commence and pursue with diligence said repairs or replacements within ten (10) calendar days after being notified in writing by the DISTRICT, the undersigned authorizes the DISTRICT to proceed to have said defects repaired or replaced and made good at the expense of the undersigned and surety who hereby agree to pay the costs and charges therefore immediately upon demand.

Name of Contractor

By: _____
Signature of Contractor

Print Name

Title

Representatives to be contacted for service:

Name: _____

Address: _____

Telephone Number: _____

Contractor shall provide copy of this Guarantee to Contractor's surety.

DISTRICT USE ONLY

**DETERMINATION OF LIMITED CONTACT
BY EMPLOYEES OF CONTRACTOR**

Pursuant to Education Code section 45125.1, it is necessary to determine whether the employees of a contractor will have limited contact with students of the District. Section 42125.1 includes factors such as the length of time the contractor will be on school grounds, whether the students will be in close proximity on the school site where the contractors will be working and whether the contractors will be working by themselves or with others. In addition, the District should include the factors of frequency of contact with students, likelihood of contact with students, supervision by school employees and the physical characteristics of the school site.

With respect to _____, the following findings are made:
Name of Contractor

1. Length of time – The contractor's employees will be at the school site for approximately _____ amount of time.
2. Proximity to students – The contractor’s employees will be working approximately _____ distance from students.
i.e., number of feet, yards
3. Working by themselves or others – The employees of the contractor will be working with _____ other employees.
Number
4. Frequency of contact with students – Based on the nature of the contract, the employees of the contractor will be in contact with students of the District approximately _____.
Number of times per day, week or month
5. Likelihood of contact with students – Due to the nature of the contract, employees of the contractor will _____ have contact with students.
e.g., very likely, not likely
6. Supervision by school employees –

_____ Due to the nature of the contract, employees of the contractor will be supervised by school employees in the following manner: _____
_____ or, _____ Describe

_____ Due to the nature of the contract, employees of the contractor will not be supervised by school employees.

7. Physical characteristics of the school site – Due to the physical characteristics of the school site, the nature of the contract and the location of work:

_____ There will be more than limited contact and a fingerprint check will be necessary.

_____ There will only be limited contact and a fingerprint check is not necessary.

Date: _____

Signature

Type name and title



RE: CONTRACTORS FOR PUBLIC AND PRIVATE SCHOOLS

Dear Interested Party:

In accordance with California Penal Code Section 11077, "The Attorney General is responsible for the security of criminal offender record information."

In accordance with California Education Code Sections 33 192 and 45 125.1, a school district or private school may require an entity that has an **existing contract** with a district or private school to obtain a criminal history clearance. In keeping with the restrictions and requirements set forth in California law, the following are guidelines and restrictions;

- 1) access is granted **only** to the primary contractor (there is no authority for subcontractors to gain direct access to DOJ records),
- 2) services provided under contract must be performed on school grounds,
- 3) the entity must have a contract (entities in the bid process are not authorized),
- 4) completed applications for authorization must have original signatures only (no photocopied signatures or faxed forms will be accepted or processed).

CONSTRUCTION CONTRACTORS
33 193 AND 45 125.2 EDUCATION CODE

In accordance with statutory, regulatory, and constitutional restrictions governing the use and dissemination of criminal offender record information, the above mentioned Education Code Sections allow for exemptions from backgrounding all employees. under the following conditions:

1. The installation of a physical barrier at the worksite to limit contact with pupils.

2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the DOJ has ascertained has not been convicted of a violent or serious felony.
3. Surveillance of employees of the entity by school personnel.

Construction contractors are not required to comply with the backgrounding requirements set forth in the Michelle Montoya School Safety Act if one or more of the above-mentioned conditions exist.

If you have any questions, please call (916) 227-3460.

Sincerely,



GEORGE RENFROE, Manager
Communications Administration Program
Bureau of Criminal Information & Analysis

For BILL LOCKYER
Attorney General

Enclosures

P.O. Box 903417
SACRAMENTO, CA 94203-4170



DEPARTMENT OF JUSTICE

**REQUEST FOR AUTHORIZATION TO RECEIVE STATE SUMMARY CRIMINAL HISTORY
INFORMATION - CONTRACT EMPLOYEE FOR PUBLIC/PRIVATE SCHOOLS**

Name of Contractor _____

Street Address _____

City _____ State _____ Zip Code _____

Telephone _____ Fax Number _____

In accordance with California Education Code Section 45 125.1, a school district may require an entity that has an **existing contract** with a school district to obtain a criminal history clearance. In keeping with the restrictions and requirements set forth in California law, the following are guidelines and restrictions:

On behalf of the **company** named above, I hereby acknowledge and agree to the following:

1. The information provided by the Department of Justice (DOJ) to this agency is confidential and shall not be disseminated to any other person or agency not authorized by law (11105 PC). A violation of this section is a misdemeanor (11142 PC).
2. Your agency shall notify the DOJ with regard to any change in agency name, address, telephone number or contact person.
3. Fingerprints received will be retained by the DOJ per 11105.2 PC until notified that the affected individual is no longer employed.
4. Access is granted **ONLY** to the primary contractor (there is NO authority for **subcontractors** to gain direct access to DOJ records).
5. Services provided under contract must be performed on school grounds.
6. The entity must have a contract (entities in the bid process are not authorized).
7. Original signatures only (no photocopied signatures or faxed forms will be accepted or processed).

Signature _____ Date _____

Printed Name _____ Title _____

PLEASE PROVIDE A SIGNATURE FROM EACH DISTRICT VERIFYING THAT A BACKGROUND CHECK HAS BEEN REQUIRED OF YOUR COMPANY. (You may attach additional letters or signatures as necessary).

School District/County Office of Education

Background Check Requirement Verification: 1. _____
Name of Contracting School District

2. _____
Signature of School Official

3. _____
Phone and Fax Number

In accordance with statutory, regulatory, and constitutional restrictions governing the use and dissemination of criminal offender record information, the above mentioned Education Code Sections allow for exemptions from backgrounding all employees under the following conditions:

1. The installation of a physical barrier at the worksite to limit contact with pupils.
2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the DOJ has ascertained has not been convicted of a violent or serious felony.
3. Surveillance of employees of the entity by school personnel.

Construction contractors are not required to comply with the backgrounding requirements set forth in the Michelle Montoya School Safety Act if one or more of the above-mentioned conditions exist.

For Department of Justice use only

Your request to receive state summary criminal history information pursuant to the Michelle Montoya School Safety Act is approved. Information regarding procedural requirements is enclosed or will be forwarded under separate cover.

George Renfroe, Manager
Communications Administration Program
Bureau of Criminal Information & Analysis

DATE

**CERTIFICATION – PARTICIPATION OF
DISABLED VETERAN BUSINESS ENTERPRISES
IN ACCORDANCE WITH EDUCATION CODE 17076.11**

In accordance with Education Code Section 17076.11, the _____ School District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated by the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess its success at meeting this goal.

The Contractor may provide the anticipated participation of Disabled Veteran Business Enterprises in terms of percentage of its total contract or the dollar amount anticipated to be paid to Disabled Veteran Business Enterprises or by providing the names of the Disabled Veteran Business Enterprises that will participate in the contract. If there is a discrepancy between the anticipated goals and the actual goals at completion of the contract or a failure to meet the anticipated goal or dollar amounts, the District will require the Contractor to provide, at the completion of the contract, a detailed statement of the reason(s) for the discrepancy or failure to meet the anticipated goals or dollar amounts.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

Signature

Typed or Printed Name

Title

Company

Address

City, State, Zip

Telephone

Fax

E-mail

SAMPLE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) INSERT DATE
PRODUCER NAME & ADDRESS OF INSURANCE COMPANY	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED NAME & ADDRESS OF COMPANY/ORGANIZATION	INSURERS AFFORDING COVERAGE INSURER A: Name of Insurance Company INSURER B: Name of Insurance Company INSURER C: Name of Insurance Company INSURER D: Name of Insurance Company INSURER E: Name of Insurance Company	NAIC #

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MANDATORY REQUIREMENTS	Insert Date	Insert Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	REQUIRED IF APPLICABLE TO SERVICE	Insert Date	Insert Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	REQUIRED UNLESS REDUCED/EXCLUDED	Insert Date	Insert Date	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	REQUIRED UNLESS REDUCED/EXCLUDED	Insert Date	Insert Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER Professional Liability and/or Sexual Abuse/Molestation	MAY BE REQUIRED	Insert Date	Insert Date	\$ 1,000,000 per occurrence \$ 2,000,000 aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. Sexual Abuse/Molestation is not excluded from coverage under the general liability and excess/umbrella liability policies. (Provide brief description of services/dates).

CERTIFICATE HOLDER Irvine Unified School District 5050 Barranca Parkway Irvine, California 92604 Attention: Risk Management	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE SIGNATURE REQUIRED
----------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY

(INSERT INSURED NAME)

COVERAGE DOCUMENT

(INSERT POLICY NUMBER)

ADMINISTRATOR

(INSERT NAME OF ADMINISTRATOR)

Subject to all terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising from the actions and activities of the covered party described below.

Additional Covered Party:

Irvine Unified School District
5050 Barranca Parkway
Irvine, California 92604

Description of Activities:

Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.

Authorized Representative Signature
MUST APPEAR ON THE ENDORSEMENT PAGE

SAMPLE



Irvine Unified School District Insurance Requirements

All insurers must be duly licensed and admitted by the State of California

Mandatory Requirements (unless District reduces or excludes coverage requirements)

1. Commercial General Liability insurance for bodily injury and property damage, including accidental death in the combined single limit of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 Excess/Umbrella Liability.
2. Sexual Abuse/Molestation coverage must be included under General Liability or obtained in separate policies in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 excess/umbrella coverage.

Minimum Limits (if required by District)

1. Automobile Liability insurance for bodily injury and property damage in an amount of not less than \$1,000,000 per occurrence with no annual aggregate limit.
2. Workers' Compensation and Employer's Liability insurance in the amount of not less than \$1,000,000 per occurrence.
3. Professional Liability insurance in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate). If Professional Liability policy is made on a claims-made basis, the vendor/consultant must purchase and maintain an extending reporting period (tail coverage) for one year.

Additional Insured Endorsement Language

"Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

Additional Insured Endorsements are required to accompany Certificates of Insurance. Certificate of Insurance shall provide thirty (30) day prior written notice of cancellation.

See sample certificate on the Irvine Unified School District website at www.iusd.org.

Additional Required Documents

Certificates of Insurance must be accompanied by a list of all excluded coverages under the general liability and excess/umbrella liability policies. The exclusion policy document section may be emailed or faxed to Risk Management & Insurance. The general liability and excess/umbrella liability documents must list the corresponding policy numbers referenced on the Certificate of Insurance.

Questions may be directed to Risk Management & Insurance at Insurance@iusd.org.

Email: Insurance@iusd.org

Fax: (949) 936-5019

Revised: September 2016

APPENDIX A

Specifications

SPECIFICATIONS

1.0 Contract Information

- 1.1. Items differing from specifications may be considered, provided such differences are clearly noted and described by the bidder, and provided further that such items are considered by the District to be in all essential respects in compliance with the specifications.
- 1.2. Successful bidder agrees to provide samples of uniforms upon the Intent of Award if and when requested by the District.
- 1.3. Submission of a signed bid will be interpreted to mean that bidder has read and agrees to all terms and conditions set forth in this bid.
- 1.4. Any Federal Excise or State Tax applicable to the material on this bid shall be stated as separate item(s).
- 1.5. In case of default by contractor(s) the District may procure the items or services from other sources and may deduct from any unpaid balance due the contractor(s) the amount of excess costs so paid.
- 1.6. Any contract resulting from this bid may be extended by mutual agreement for an additional two (2) one (1) year periods beyond the initial term expiration date shown herein.
- 1.7. It is not possible to state herein the exact quantities of the items which will be required. **The figures shown are estimated only based on experience and judgement.** The District commits itself only to award to, and to require from, the successful bidders all requirements of the items covered by this bid during the contract period. **There will be no minimum or maximum imposed onto the District, the quantities outlined are only estimates.**
- 1.8. In addition to the approximate quantities itemized in the bid proposal, the school district reserves the right to increase or decrease the quantity of uniforms required, at same unit prices set forth in the bid proposal.
- 1.9. Supplier shall maintain all uniforms in a reasonable condition including replacement of buttons, etc., and sew all rips. All garments shall be replaced with a new garment when it becomes shabby or unfit to wear. “Reasonable condition”, “badly damaged”, “shabby”, and “unfit to wear” shall be as determined by the District and such determinations shall be accepted by the supplier.
- 1.10. **All uniforms issued at the start of this contract shall be new garments. Each employee shall be individually measured and fitted by vendor to insure maximum utility and appearance. All fittings to be made at a time(s) and place(s) to be mutually determined.**

All new/additional requests shall be received within ten (10) working days after measurements.

- 1.11. The District will only be responsible for missing uniforms and only to the extent of the remaining useful life of the missing garment. “Generally, 24 months shall be considered the useful life of a garment.” Payment shall be directly proportionate to the relationship of the remaining useful life to the total useful life. *However, the useful life of the garment as worn by certain District Employees may vary and will be determined by the District.

Should the successful bidder furnish uniforms to any employee of the District apart from those intended under the terms of this contract, it shall be clearly understood that the District will not be responsible in any manner, whatsoever, for such relationships.

***Additions and/or deletions to this contract shall be authorized solely by the District’s Representative.**

- 1.12. Deliveries shall be made once per week, or as many times as agreed.

Supplier agrees to assign one (1) route man to service and deliver to the entire District.

Each employee’s clean laundry, properly laundered and pressed, shall be returned individually packaged on hangers and placed in a convenient place as designated by and at each school site. Each package must clearly display employee’s name.

Any shortages shall be immediately credited to the District. This includes any garment missing from clean garment return from previous pickup of soiled garments. Credit shall be based on a pro-rata unit cost per man per week.

Loss charges shall be prorated, as to the useful life of the garment.

- 1.13. **VENDOR ABILITY TO SUPPLY.** The District reserves the right to reject a bid of any bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or to reject the bid of a bidder who is not in a position, in District’s opinion, to perform such a contract satisfactorily.

- 1.14. Uniform rental or laundering business must constitute 80% of all work done by successful bidder. Reasonable garment back-up stock of 25% of the district requirements must be maintained by the rental supplier on his premises.

- 1.15. **BILLING:** Successful bidder shall invoice Maintenance & Operations monthly.

1.15.1. **EACH MONTH** Maintenance and Operations shall receive a recap totaling the amount due. *Detailed monthly invoicing shall be discussed upon award.*

1.15.2. Rental and cleaning charges will be paid on the basis of 52 weeks per year. The District will not deduct vacation or sick leave credit; however, we expect this consideration to be allowed when quoting your price per change. In the

event of long term disability or leave of absence the District reserves the right to cancel service and then reinstate upon the employee's return at no cost.

1.15.3. All environmental fees, prep lettering, first delivery charges, and any other service charges **shall** be included in the price per employee change. Any cost increase occurring during the contract term must be requested in writing by the supplier and approved by the Board of Education.

2.0 Uniform Details

- 2.1. **MATERIAL:** The uniform shirts and trousers to be provided shall be 50% cotton/50% polyester. Polo mesh-type shirts composed of 50% cotton/50% polyester are acceptable, or as agreed and approved by the District. Shirts and trousers shall be designed for both men and women, and will be selected by District at time of measurement.
- 2.2. **COLORS:** The uniform color selected by the District shall be as follows: Trousers to be navy blue and white, and shirts to be royal blue, forest green, white, navy blue and medium brown, quantities and types to be selected by District at time of measurement, or as agreed and approved by the District.
- 2.3. **TROUSERS/SHORTS:** Shall be zippered-fly without cuffs and have large belt loops. Inseam measurements shall be available in short and medium rise. Pants may be jean type or regular as selected by District at time of measurement.
- 2.4. **SHIRTS:** Shirts to be a (Polo) style as selected by the District at the time of measurement. Both short and long-sleeved button-down shirts may be an option for some employees.
- 2.5. **COVERALLS:** Shall be navy blue long sleeved, without cuffs, and may have either zippered or button front; have breast pocket, side pockets and rear pockets.
- 2.6. **JACKETS:** Shall be navy blue "Team", "slashpocket", "perma lined" or equivalent style jacket with zippered front and side pockets with District logo over left breast; or comparable in price for District's approval at fitting.
- 2.7. **DISTRICT IDENTIFICATION / NAME PATCHES:** The Contractor shall furnish and affix (stitch) all patch initial installation and replacements (i.e. loss, damage, or for whatever reason) at no additional cost to the District.

DISTRICT/IUSD:

- IUSD patch shall read "IRVINE UNIFIED SCHOOL DISTRICT"
- Size approximately 3-inch radius.
- Shape-square

NAME:

- Name patch shall be personalized to include user's name.
- Size approximately 3 x 1-1/2 inch.
- Shape-oval.

Patches shall be durable and withstand repeated washing and use. Embroidered type materials are required. Patches shall not come loose or separate from the clothing during use. Patches shall be attached using thread. Adhesive type bonding is not acceptable. All patch lettering shall be of sufficient size as to be easily legible from a distance of 30 feet (minimum), various colors for borders, lettering and background.

2.7.1. PATCHES FOR FLEET MAINTENANCE SECTION

The Contractor shall furnish and affix (stitch) a District identification patch and an employee's name patch to each designated uniform.

Lightweight, inferior materials shall not be considered acceptable, as determined by the District Maintenance & Operations Department authorized representative.

Patches to be placed as follows:

- "IUSD" identification patch on the right chest one (1) inch above pocket centered four (4) inches below top shoulder seam.
- Users "Name" patch located one (1) inch above left breast pocket.
- All shirts shall get IUSD and name patches.

2.7.2. PATCHES FOR VARIOUS DISTRICT LOCATIONS

The Contractor shall furnish and affix (stitch) name patches (name and quantities as authorized) to items as requested.

Patches to be placed as follows:

The Authorized District Representative of each location to decide placement of patches.